

Maquoketa

Maquoketa Empl. Assn. (Mixed)

7/1/2005 6/30/2008

AGREEMENT

BETWEEN

CITY OF MAQUOKETA, IOWA

AND

CITY OF MAQUOKETA

EMPLOYEES ASSOCIATION

JULY 1, 2005

TO

JUNE 30, 2008

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PREAMBLE

THIS AGREEMENT is executed by the City of Maquoketa, Iowa, hereinafter called "Employer", and the Maquoketa Employees Association, hereinafter called "Association".

ARTICLE 1.

RECOGNITION

Section 1. The Employer recognizes the Association as the sole and exclusive bargaining representative for those employees of Maquoketa, Iowa, in the following bargaining unit pursuant to Order to Certification dated November 15, 1984, in PERB Case No. 2790, to-wit:

INCLUDED: All City employees in the following departments: full and part-time - Public Works Department and other personnel that are not in the public safety unit and not excluded by Section 4 of the Act.

EXCLUDED: City Manager; Economic Development Director (if employed); Public Works Director and Assistant Public Works Director; Building Official/Inspector (if employed); Confidential employees and all other persons excluded by Section 4 of the Act.

and the parties further agree that those employee classifications added or deleted to the bargaining unit by the Board during the effective period of this Agreement, shall be subject to or not subject to the terms of this Agreement, as the case may be, as of the effective date of board action.

ARTICLE 2.

DEFINITIONS

Section 1. A part-time employee is a person who is hired for a period of less than forty (40) hours per week.

Section 2. A Temporary employee is a person who is hired for a period of one hundred twenty (120) days or less.

Section 3. Temporary employees are not included within the bargaining unit. Part-time employees are not entitled to any of the benefits of this Agreement except as specifically stated and shall not become regular employees unless first hired as permanent employees and thereafter successfully complete one (1) year of service.

Section 4. A permanent employee is one who is hired as a permanent employee rather than for a part-time or temporary period, or purpose.

Section 5. A probationary employee who is one who has not completed six (6) months of continuous service as a permanent employee with the Employer. During the probationary period, such employee may be discharged by the Employer without cause and no grievance shall be filed concerning such termination. The Employer has the right to extend a probationary period for six (6) months to work with an employee who might otherwise be terminated for failing to pass the initial probationary period. The City observes the right to extend a probationary period longer than six months to give the City an opportunity to work with an employee who might otherwise be terminated for failing to pass the probationary period.

Section 6. A regular employee is an employee other than a temporary employee or part-time employee, who has completed the probationary period.

Section 7. Except where the context clearly indicates otherwise, the word "employee" when used in this Agreement, shall be limited to mean "regular" employee.

Section 8. The word "Act" shall mean the Iowa Public Employment Relations Act, as it may be amended from time to time.

Section 9. The word "Board" shall mean the Iowa Public Employment Relations Board.

ARTICLE 3.

MANAGEMENT RIGHTS

Section 1. In addition to all powers, duties, and rights of the Employer established by constitutional provision, statute, ordinance, charter or special act, the Association recognizes the powers, duties, and rights which belong solely, exclusively, and without limitation to the Employer, to-wit:

- (a) the right to manage the Employer's operations and to direct the working force;
- (b) the right to hire employees;
- (c) the right to maintain order and efficiency;
- (d) the right to extend, maintain, curtail or terminate operations of the Employer;
- (e) the right to determine the size and location of the Employer's operations and to determine the type and amount of equipment to be used;
- (f) the right to assign work, the right to determine methods and material to be used, including the right to introduce new and improved methods or facilities and to change existing methods and facilities;

- (g) the right to create, modify and terminate departments, job classifications and job duties;
- (h) the right to transfer, promote and demote employees;
- (i) the right to discipline;
- (j) the right to suspend and discharge employees for proper cause;
- (k) the right to lay off;
- (l) the right to determine the number and starting times of shifts, the number of hours and days in the workweek, hours of work, and the number of persons to be employed by the Employer at any time; and
- (m) the right to enforce and require employees to observe rules and regulations set forth by the Employer; provided, however, that these rights will not be used for the purpose of discriminating against any employee because of membership or non-membership in the Association.

Section 2. The list of management rights set forth above is not exclusive and it is understood that except as specifically and expressly modified or limited by this Agreement all of the rights, power, authority and prerogatives the Employer had prior to this Agreement are retained by and reserved to it and shall remain within its exclusive control. The rights set out above and included within this section are not grievable unless specifically and expressly permitted by a later section of this Agreement.

ARTICLE 4.

ASSOCIATION RIGHTS AND RESPONSIBILITIES

Section 1. The Association recognizes its responsibilities as the exclusive bargaining agent of the employees within the bargaining unit, and realizes that in order to provide maximum opportunities for continuing employment and fair compensation, the Employer must be able to operate efficiently and at the lowest possible cost. The Association, therefore, agrees to cooperate in the attainment of the following goals, to-wit:

- (a) that it will cooperate with the Employer and support its efforts to assure a full and fair day's work on the part of its employees;
- (b) that it will cooperate to combat absenteeism and any other practice which restricts efficient operations of the employer; and
- (c) that it will earnestly strive to improve and strengthen good will between and among the City and its employees, the Association, and the public.

Section 2. The Employer will not interfere with the right of its employees to become members of the Association. The Association will not interfere with the right of the employees to refrain from Association membership. There shall be no discrimination or favoritism by the Employer or the Association because of membership or non-membership in the Association. The Association agrees that neither it nor any of its officers or agents will engage in any Association activity which will interrupt or interfere with the operations of the Employer.

Section 3. For purposes of investigating pending grievances, a duly authorized representative of the Association shall have access to the Employer's premises during working or nonworking time with the prior consent of the supervisor. The Employer will cooperate to facilitate such visitations, and the Association and its authorized representative will not interfere with or interrupt the operation of the Employer or the work of the employees.

ARTICLE 5.

WORK STOPPAGE

Section 1. The Employer agrees that during the terms of this Agreement, it will not engage in any lockout of its employees.

Section 2. The Association agrees that neither it nor its officers or agents will cause, authorize, induce, encourage, instigate, ratify, condone, or participate in any work stoppage strike, boycott, slowdown, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 3. No employee shall cause, authorize, induce, encourage, instigate, ratify, condone or participate in any work stoppage, strike, boycott, slowdown, or illegal picketing, including a refusal to cross any picket line, or any other action which interrupts or interferes with the operations of the Employer.

Section 4. In the event of a violation of Section 3 of this Article or of Section 12 of the Act by an employee, the Association agrees that it will take immediate, affirmative steps with the employee involved, including but not limited to sending out public announcements, letters, bulletins, telegrams and employee meeting, to bring about an immediate resumption of normal work.

Section 5. In the event of a violation of any section above, the provisions of the Act shall apply.

ARTICLE 6.

DUES CHECKOFF

Section 1. The Employer will make monthly deductions for dues, fees and assessments from the first paycheck of the month from the wages of each employee covered by this Agreement if the employee provides the Employer with a written authorization therefor. The amount to be deducted shall be certified to the Employer in writing by the Treasurer of the Association. The Employer will remit such money to the treasurer of the Association not later than fifteen (15) days after the money has been withheld.

Section 2. Any authorization may be revoked by an employee at any time upon thirty (30) days' written notice to the Employer and shall automatically be cancelled upon termination of employment.

Section 3. The Employer shall have no obligation to deduct or collect fees, assessments, or dues from an Association member whose net pay for a payroll period, after all other deductions, is insufficient to cover the total authorized deductions for that payroll period. The Association shall hold the Employer harmless against any claims or lawsuits instituted or any losses incurred because of the Employer's performance of its obligations under this Article.

ARTICLE 7.

SENIORITY

Section 1. Seniority is defined as an employee's length of continuous service with the Employer from the employee's most recent date of hire.

Section 2. The Employer shall attach a seniority list of all employees in this bargaining unit to the Agreement. (See Appendix D).

Section 3. An employee shall lose seniority rights upon termination, lay-off for a period longer than eighteen (18) months, failing to report to work within fourteen (14) days after written notice of recall is mailed by United States certified mail with return receipt requested to the employee's last known address, and absence from work for two (2) consecutive workdays without approval by the Employer.

Section 4. An employee who has been promoted to a higher classification shall be considered as a probationary employee in that class for a period of six (6) months, during which period the employee may be returned to the former position without cause and no grievance shall be filed as a result. The employee shall be given a written statement setting out the reasons the employee is being returned to the former position.

ARTICLE 8.

PROCEDURE FOR STAFF REDUCTION

Section 1. In the event the Employer determines that an employee must be laid off, the Employer shall consider qualifications, ability to perform, physical fitness and

seniority, and if qualifications, ability to perform, and physical fitness are equal between or among affected employees, seniority shall govern. Lay off part-time first, lay off temporary employees second, probationary employees third and then regular full time.

Section 2. An employee to be laid off shall be notified thereof in writing at least thirty (30) calendar days prior to the effective date of the layoff.

Section 3. An employee who is laid off shall keep the Employer advised of the employee's current mailing address during layoff. If the Employer desires to recall employees, such employees shall be recalled in the inverse order of layoff. Notice of recall shall be sent by United States certified mail with return receipt requested to the employee's latest advised address.

Section 4. An employee shall report to work within fourteen (14) calendar days after notice of recall is mailed, unless the notice of recall provides for a later specific date of recall, in which case the employee shall report on said later effective date.

ARTICLE 9.

JOB CLASSIFICATION

Section 1. If an employee is requested to work in a higher rated job classification for a period exceeding ten (10) consecutive working days, the employee shall receive at least the minimum hourly rate for the higher rated job classification effective on the eleventh (11th) day that the employee so works, and shall be returned to the regular rate of pay upon completion of the temporary assignment.

ARTICLE 10.

HOURS OF WORK

Section 1. This Article is intended to set forth the normal workday and the normal work month, but shall not be construed as a guarantee of hours of work per day or per month, or of days of work per month.

Section 2. A. To the extent possible, each employee shall receive two (2) fifteen (15) minute breaks during each work day, which period shall be measured from the time the employee leaves until the time the employee returns to the work site.

B. Breaks shall be taken at mid-morning and mid-afternoon or at the time designated by the supervisor.

C. During normal working hours, breaks shall not be taken in local restaurants or cafes. Breaks shall be taken at the department building or work sites.

D. During emergency call-outs, an employee will be permitted to take a break at local restaurants or cafes as authorized by the employee's supervisor.

Section 3. It is understood and agreed that the determination of the daily and monthly work schedules for all employees may be changed by the Employer from time to time to meet the Employer's requirements. It is also understood and agreed that the Employer shall have the right to reduce, extend or maintain the hours of work for any employee, and the employee shall be required to work at times scheduled by the Employer. To the extent reasonably possible, the Employer shall provide the Association with five (5) days' advance notice for any major change of work schedule. In the event that the Employer is unable to provide the five (5) day advance notice, the employee may not be penalized for an inability to comply with the change of work schedule.

Section 4. An employee who has been assigned by the City Manager the responsibility of their supervisor's duties in the absence of the supervisor, shall receive the compensation at the rate of the first step of the supervisor's wage schedule.

ARTICLE 11.

OVERTIME

A. Overtime:

Section 1. (a) Overtime shall be defined as any time properly authorized or approved and worked in excess of the employee's regular work shift or work schedule. Employee, for purposes of this subsection, includes a probationary employee and part-time employees.

(b) An employee is entitled to overtime if said employee works in excess of eight (8) hours on a shift, or in excess of the normal work schedule. A week for purposes of this computation shall commence at midnight on Saturday and shall continue until midnight the following Saturday.

Section 2. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's regular straight time hourly rate of pay. It shall be computed to the nearest quarter (1/4) hour for payment.

Section 3. Overtime shall not be used to punish or reward employees, and the Employer shall not pay twice for overtime nor shall the same be pyramided.

Section 4. The Employer will comply with the Fair Labor Standards Act regarding pay and consideration of hours worked regarding mandatory training, where the employee's attendant is required by the employer.

B. Call Back/Standby:

Section 1. Any employee, including a probationary employee who has left the Employer's premises and who is called back to work by the Employer shall be paid a minimum of two (2) hours pay at the overtime rate. Call-back does not apply where an employee is ordered to work beyond the employee's regular shift.

Section 2. An employee required to be on "standby" will receive one-half (1/2) hour of straight time pay or one-half (1/2) hour of compensatory time for each eight (8) hours, or portion thereof, the employee is required to be on standby. An employee required to be on standby will receive one (1) hour of straight time pay or one (1) hour of compensatory time for any time exceeding eight (8) hours, up to twenty-four (24) hours, that the employee is required to be on standby. Standby is defined as time when the Employer specifically requires an employee to be immediately available to report for duty during a scheduled time off. This includes being required to carry the pager. The term "immediately available" means the employee must report for duty within one-half (1/2) hour of being called to work. An employee that fails to comply with the Employer's directive is subject to discipline. The terms "standby" and "on call" are synonymous for the purposes of this Article. Standby time will not be considered as time worked for the purposes of computing overtime. An employee will not be required to be on standby during approved vacation or leaves of absence as defined in this contract. If an employee is called out while on standby, the employee will be paid a minimum two (2) hours at the overtime rate. The accumulation of compensatory time under this provision cannot exceed the forty (40) hour cap for the accumulation of compensatory time as set forth in this contract.

C. Compensatory Time Off:

Section 1. Compensatory time shall be computed on the basis of one and one-half (1-1/2) hours for each hour of overtime worked. It shall be measured to the nearest half (1/2) hour for computation.

Section 2. Other employees who normally work forty (40) hours per week or more shall be compensated at the discretion of the department director, either by compensatory time off or by the cash payment. Where these rules do not specifically prescribe an overtime compensation policy for certain groups of employees or where an employee's regular hours do not specifically fit within any one of these policies, the City Manager may prescribe the policy to be followed.

Section 3. The time when compensatory time off may be taken shall be at the discretion of the Department Head. When compensatory time off is ordered by the Department Head or requested by the employee, reasonable advance notice of at least three (3) days shall normally be provided.

ARTICLE 12.

HOLIDAYS

Section 1. The following ten (10) days are designated as holidays, to-wit: New Year's Day, Friday before Easter, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve (1/2), Christmas Day and New Year's Eve (1/2).

Section 2. The Employer shall designate the day on which the holiday is to be observed.

Section 3. In order to be eligible for receiving holiday pay, an employee must report for work on the last scheduled workday before the holiday and on the first scheduled workday after the holiday. (However, employees who are on authorized leave time on the last scheduled workday before a holiday or first scheduled workday after the holiday are eligible for receiving holiday pay.) No employee who has been laid off, or who is under suspension, will be eligible for holiday pay.

Section 4. For purposes of this Article, a holiday shall be presumed to commence at 7:00 a.m. of the day on which the holiday is to be observed and shall continue until 7:00 a.m. on the following day.

Section 5. When a holiday falls during an employee's sick leave, the day off will not be charged against sick leave.

Section 6. A probationary employee for purposes of this Article is considered to be a regular employee.

Section 7. A part-time employee shall not receive any holiday pay during the contract year in which the employee is hired. Thereafter, a part-time employee will receive holiday pay based pro-rata on the number of hours worked during the previous contract year. The number of hours worked in the year of hire will be annualized based on the number of hours worked after the employee was hired.

ARTICLE 13.

VACATIONS

Section 1. Subject to and in accordance with the provisions of this article, paid vacations shall be granted to employees after continuous active service pursuant to the following schedule.

<u>Years of Service</u>	<u>Number of Vacation Hours</u>
1	40
2	80
4	88
5	96
6	104
7	112
8	120
11	128
12	136
13	144
14	152
15	160

Section 2. The purpose of a vacation is to enable the employee to enjoy periodic rest from the employee's regular job so that the employee may return to work refreshed. The vacation year will be the individual employee's anniversary date to anniversary date. Accordingly:

(a) All vacations earned must be taken by the employee prior to the employee's next anniversary date, unless the City Manager authorizes in writing an extension of time for taking said vacation.

(b) No employee shall be entitled to vacation pay in lieu of vacation unless the same is specifically authorized by the City Manager.

(c) If approved, as prescribed in (a) and (b) above, an employee who terminates employment, voluntarily or involuntarily, shall receive any vacation earned for the year or years prior to the employee's last anniversary date and not previously taken. Payment for vacation earned shall be prorated to the last day of employment.

Section 3. So far as possible, each vacation will be granted at the time selected by the employee so long as it does not conflict with the operation of the Employer; provided that the final right to allot vacation periods and the right to change such vacation periods is reserved exclusively to the Employer.

Section 4. In the event that a holiday falls within an employee's vacation period, the day off will be counted as a holiday.

Section 5. Vacation pay shall be computed at the straight time rate of pay applicable to an employee's regular classification during the employee's vacation period.

Section 6. Vacation leave shall be taken in increments of at least one-half (1/2) day.

ARTICLE 14.

LEAVES OF ABSENCE

A. Sick Leave

Section 1. Sick leave shall be used for personal illness and injury, including pregnancy, and for serious illness of an emergency nature to a member of the employee's family living in the employee's household where the employee's presence is necessary, subject to the provisions set out hereinafter. Sick leave will not be allowed if an employee is injured while gainfully employed by a different employer.

Section 2. An employee, including a probationary employee, shall earn and will accumulate eight (8) working hours of sick leave per month until such time as the employee accumulates up to a maximum of seven hundred twenty (720) working hours. After seven hundred twenty (720) hours of sick leave have accumulated, an employee shall continue to earn eight (8) hours of sick leave per month, subject to the provision set out hereinafter.

Section 3. To be eligible for sick leave, an employee shall notify the Employer as soon as possible but in any event prior to the starting time of the employee's work day. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee. The Employer has the right to verify the reported sickness of an employee and may require the employee to produce a doctor's certificate for absence due to illness.

Section 4. In the event of an on the job injury incurred while working for the employer, the employee must cooperate with the Employer and the insurance carrier in providing relevant information pertaining to the occurrence immediately. The employee shall retain the benefits received from Workers Compensation. No employee is entitled to receive paid sick leave benefits and Workers Compensation benefits for the same injury, except that an employee may use accumulated sick leave for the first three (3) days after an injury, and except that the employee may use accumulated sick leave to complement Workers Compensation to the extent that an employee may receive a total sum of money from Workers Compensation benefits and from sick leave which would not exceed the gross pay which the employee would have received for the pay period.

Section 5. Upon the Employer's approval, in the event of a serious illness or injury, an employee may request from another employee, use of that employee's accumulated sick/vacation/holiday leave rather than taking time off without pay, provided that the employee has exhausted all available paid leave.

An employee who wishes to voluntarily donate sick/vacation/holiday leave may do so in no less than eight hour increments. Any employee may transfer up to a maximum of forty (40) hours in a fiscal year (July 1 through June 30). In no event can an employee use more than a total of one hundred and sixty (160) hours of paid leave acquired from other employees in any fiscal year. The City may grant a waiver to allow additional hours above the one hundred and sixty (160) hour cap on a case by case basis if the City determines it is warranted in the particular instance.

Donated sick/vacation/holiday leave can only be requested when the employee has used all personal, holiday, vacation, comp and sick time available to the employee. Donated sick/vacation/holiday leave shall be paid out at the year one hourly rate of the person donating it or receiving it, whichever is less. At the end of the absence, any remaining transferred leave will be transferred back to the employee who donated it.

An Employee may use the donated sick/vacation/holiday leave for serious personal illness or injury, including pregnancy or for serious illness or injury of the employee's immediate family.

The employee gifting the accumulated sick/vacation/holiday leave must do so voluntarily and in writing to the City authorizing the gift. The City may require such reasonable evidence as it deems necessary to confirm the necessity of such donation. The City may allow the gifting of holiday and vacation time instead of sick time on a case by case basis.

Section 6. On or about November 30 of each year, an employee will receive a payment equal to one-half of the number of sick leave hours that the employee has accrued in excess of the 720 hour cap as of November 30. Such payment will be at the employee's straight time rate of pay as of the date of payment. Any remaining sick leave hours in excess of the 720 hour cap will be voided as of November 30.

B. Funeral Leave

Section 1. An employee, including a probationary employee, will be excused from work with pay for up to five (5) days in order to arrange for and attend the funeral of the employee's spouse, parents, stepparents, children and stepchildren. The employee, including a probationary employee, will be granted three (3) days of funeral leave with pay to attend the funeral of the employee's brother, sister, grandparents, grandchildren, partents-in-law, brother-in-law and sister-in-law. Such leave shall only be granted for the scheduled work days falling within the period commencing upon the date of death and extending throught he day of the funeral.

Section 2. Funeral leave pay is intended to provide for time off without loss of income but not to increase income. Non-workings days shall not be compensable.

Section 3. The Employer may allow an employee the necessary time off without pay, or may allow the employee to take a vacation day or a compensating holiday, in order to attend the funeral of members of the family not included under Section 1, or of a close family friend.

C. Leave of Absence Without Pay

Section 1. A leave of absence without pay is a predetermined amount of time off from work for whatever purpose, which has been recommended by the Employer and approved in writing. The employee will be given a copy of the authorization.

Section 2. An employee may be entitled to a leave of absence without pay if the employee is unable to return to work after exhausting sick leave, vacation leave, and any unused compensation time. An employee anticipating such leave shall present a doctor's statement verifying that the employee's condition incapacitates the employee from working and shall present a doctor's statement when the employee is able to return to work. Unless the employee returns to work on that date, or on any other date, by reason of extension granted by the employer based on medical grounds, the employee will be considered to have voluntarily resigned or retired. This leave of absence without pay status following sick leave may extend only for a period not to exceed one (1) month for each full year of previous continuous service.

Section 3. Upon termination of any such leave of absence, the employee shall return to work in the same step or capacity as when he left, provided that during such period no employee shall earn sick, vacation, or other leave.

Section 4. In the event an employee fails to return to work at the end of any such leave, he shall be deemed to have voluntarily resigned on the last day of work prior to such leave.

Section 5. During a leave or absence without pay, the employee:

(a) must pay group insurance premium falling due during any month the employee is not on the payroll,

(b) shall not receive or accrue any job benefits during the period of absence; and,

(c) shall not acquire additional seniority during said leave, if said leave is for a period exceeding sixty (60) days.

The Employer may make exceptions to any of the above condition (a-c) for leaves not exceeding thirty (30) days, provided that such exceptions are in writing and made a part of the original authorization.

D. Jury Duty

Section 1. An employee, including a probationary employee, selected for jury duty, or called as a witness, shall receive a paid leave of absence for scheduled shift time that the employee spends on such duty. Said employee shall receive the regular standard time pay and shall turn over to the Employer the pay earned from such jury service but the employee shall be allowed to keep any allowance for mileage.

Section 2. An employee who is summoned for jury duty but is not selected, or an employee who is released from jury duty with an hour or more remaining on the employee's shift shall return to work.

Section 3. If an employee is called for jury duty, the employee shall promptly notify employee's immediate supervisor.

E. Voting Leave

Section 1. An employee, including a probationary employee, required to work for all of the hours during which the polls are open on an election day, shall be given sufficient time off to vote.

F. Military Leave

Section 1. The Employee shall comply with the provisions of Section 29A.28 The Code, as it may be amended from time to time. The Employer may make a temporary appointment to fill any vacancy created by such leave of absence, and may require documentation of such military service.

G. Personal Leave

Section 1. Employees will be granted up to sixteen (16) hours of personal leave each anniversary date, non-cumulative. Except in an emergency situation, the employee shall give the employer forty-eight (48) hours of notice in advance of the day off, and this day may not be taken before or after a vacation break.

H. Voluntary Termination

Section 1. Those employees who wish to permanently terminate employment shall notify the Employer thereof in writing at least fourteen (14) calendar days (excluding vacation days) prior to the effective date of the termination. In the event that the employee gives less than fourteen (14) calendar days' (excluding vacation days) written notice, the employee forfeits payout of all of his or her accrued benefits.

Section 5. Upon the Employer's approval, in the event of a serious illness or injury, an employee may request from another employee, use of that employee's accumulated

sick/vacation/holiday leave rather than taking time off without pay, provided that the employee has exhausted all available paid leave.

An employee who wishes to voluntarily donate sick/vacation/holiday leave may do so in no less than eight hour increments. Any employee may transfer up to a maximum of forty (40) hours in a fiscal year (July 1 through June 30). In no event can an employee use more than a total of one hundred and sixty (160) hours of paid leave acquired from other employees in any fiscal year. The City may grant a waiver to allow additional hours above the one hundred and sixty (160) hour cap on a case by case basis if the City determines it is warranted in the particular instance.

Donated sick/vacation/holiday leave can only be requested when the employee has used all personal, holiday, vacation, comp and sick time available to the employee. Donated sick/vacation/holiday leave shall be paid out at the year one hourly rate of the person donating it or receiving it, whichever is less. At the end of the absence, any remaining transferred leave will be transferred back to the employee who donated it.

An Employee may use the donated sick/vacation/holiday leave for serious personal illness or injury, including pregnancy or for serious illness or injury of the employee's immediate family.

The employee gifting the accumulated sick/vacation/holiday leave must do so voluntarily and in writing to the City authorizing the gift. The City may require such reasonable evidence as it deems necessary to confirm the necessity of such donation. The City may allow the gifting of holiday and vacation time instead of sick time on a case by case basis.

ARTICLE 15.

GRIEVANCE PROCEDURE

Section 1. The purpose of this procedure is to provide an orderly procedure for the prompt resolution of a claimed grievance at the lowest possible level.

Section 2. A grievance is defined as a dispute between the Employer and the Association or any employee with regard to the interpretation, application, or violation of any of the expressed terms and provisions of this Agreement.

Section 3. A grievance that may arise shall be processed and settled in the following manner:

Step One An employee who has a grievance shall notify the employee's supervisor orally within five (5) calendar days (excluding Saturday, Sunday, and holidays) after the occurrence of the event giving rise to the grievance. The immediate supervisor shall investigate the grievance and shall give an oral answer within a period of five (5) calendar days (excluding Saturday, Sunday, and holidays). The failure of the immediate supervisor to give an oral answer within said five (5) calendar days (excluding Saturday, Sunday, and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Two If the grievance is not settled in Step One, the aggrieved employee may present the grievance in writing to the City Manager within five (5) calendar days (excluding Saturday, Sunday, and holidays) after the decision of the immediate supervisor was given; or, if no decision was given, within five (5) calendar days (excluding Saturday, Sunday, and holidays) of when it was due, whichever occurs first. The grievance shall be signed by the employee or the Association and shall state specifically the facts of the alleged violation, the provisions of the Agreement in dispute, and a statement from the employee or the Association specifying what relief or remedy is desired. The City Manager shall investigate the grievance and issue a decision in writing within a period of five (5) calendar days (excluding Saturday, Sunday and holidays). The failure of the City Manager to issue a decision within said five (5) calendar days (excluding Saturday, Sunday and holidays) shall be deemed a denial of the grievance and may be appealed to the next step.

Step Three If the grievance is not settled in Step Two, the aggrieved employee or the Association may appeal to arbitration. The employee shall request arbitration by written notice submitted to the City Manager within five (5) calendar days (excluding Saturday, Sunday, and holidays) from the date that the City Manager's decision was given; or, if no decision was given within five (5) calendar days (excluding Saturday, Sunday, and holidays) of when it was due, whichever occurs first. The written notice shall contain the same information as required in the previous Step. When a timely request has been made for arbitration, a representative of the Employer and the employee or the Association shall select a mutually agreeable arbitrator to hear and determine the grievance. If the representatives of the parties are unable to agree upon the selection of an arbitrator within five (5) calendar days of the Employer's receipt of the arbitration notice, the parties shall jointly request the public Employment Relations Board or the Center for Labor and Management at the University of Iowa, to submit a list of five (5) grievance arbitrators. Upon receipt of the list, the parties designated representatives shall determine by lot the order of elimination and thereafter each shall, in that order, alternately strike a name from the list and the fifth and remaining person shall act as the arbitrator.

Section 4. Whenever an individual employee has a grievance as set out above, the employee is entitled to be represented by the Association if the employee so chooses. The Association may also process a grievance on its own in accordance with the above procedures.

Section 5. The failure of an employee, of the Association, to appeal a grievance to the next step within the applicable terms specified above, shall bar an employee or the Association from appealing the grievance further, and any such grievance shall be considered as abandoned and finally settled.

Section 6. The failure by the Employer to reply within the applicable times as specified above, shall be deemed a denial of the grievance which may then be appealed by the employee or the Association to the next step.

Section 7. The arbitrator selected shall schedule a hearing on the grievance and, after hearing such evidence as the parties desire to present, shall render a written opinion

and award within thirty (30) calendar days, unless an additional extension of time is granted by the parties. The arbitrator shall have no authority to hear or determine wage or fringe benefit adjustments, nor add to, subtract from, modify or amend any terms of this Agreement. The arbitrator shall have no authority to substitute the arbitrator's discretion for that of the Employer in any matter reserved to the Employer by law or the terms of this Agreement. A decision of the arbitrator with the scope as the arbitrator's authority shall be final and binding upon the employer, the employee, and the Union. Any Decision rendered may not be retroactively applied beyond the date of occurrence.

Section 9. The Employer and the Association shall share equally any joint cost of the arbitration procedure, such as the fees and expenses of the arbitrator the court reporter, if one is desired by the arbitrator, and the cost of a hearing room and transcript. Any other expenses will be paid by the party incurring them.

ARTICLE 16.

HEALTH INSURANCE

A. Hospital and Medical

Section 1. The Employer shall maintain for each employee, including probationary employees, a hospital and medical care insurance policy with benefits that are comparable to the policy or program presently in existence. Prior to any change in the carrier, the Employer agrees to meet and confer with the association. However, the final decision as to the carrier shall be made by the Employer and shall not be grievable.

Section 2. Coverage of an employee will commence as set in the policy, and an employee and dependents will be covered in accordance with and to the extent provided under the terms of the policy.

Section 3. The Employer shall contribute to the payment of an employee's family hospital and medical care insurance as follows:

\$510.00/month – July 1, 2005 – June 30, 2006

\$525.00/month – July 1, 2006 – June 30, 2007

\$540.00/month – July 1, 2007 – June 30, 2008

The Employer shall contribute to the payment of an employee's single hospital and medical care insurance as follows:

\$410.00/month – July 1, 2005 – June 30, 2006

\$425.00/month – July 1, 2006 – June 30, 2007

\$440.00/month – July 1, 2007 – June 30, 2008

The Employer's obligation to pay the full premium is dependent upon the employee and the employee's spouse, if applicable, providing a doctor's certificate that both individuals have had a wellness physical exam within the prior twelve (12) months prior to the beginning of a contract year. Wellness examinations are mandatory for all employees on single and family plans. All employees must provide a doctor's certification. Each employee will be provided a description of the minimum tests or procedures that each wellness physical exam must include. If the doctor's certificate is not provided on or before the 15th day of June prior to the beginning of a contract year, the total amount of the monthly premium for the family coverage paid by the Employer shall not exceed \$400.00. An employee shall pay 50 percent of any amount over the monthly cap, and the employee shall authorize the City to withhold said amount from the employee's paycheck.

Section 4. The insurance policy shall have an annual deductible of \$200 single/\$400 family and shall have an 80%-20% coinsurance provision with maximum out-of-pocket annually of \$500 single/\$1,000 family. The employee is responsible for paying the cost of the deductible and coinsurance.

Section 5. The City of Maquoketa reserves the right to research the feasibility of Health Savings Accounts (HAS) and to implement Health Savings Accounts under terms mutually agreeable to the parties, if, in the City's opinion, Health Savings Accounts will provide a reasonable cost savings to the City.

B. Life Insurance

Section 1. The Employer shall, at no cost to the employee, maintain a life insurance policy or a life insurance fund for each employee, including probationary employees, in the amount of Twenty Thousand Dollars (\$20,000).

Section 2. Coverage of an employee will commence on the date set out in the insurance policy, and an employee will be covered in accordance with and to the extent provided therein.

C. Disability Insurance

The Employer shall provide, at no cost to the employee, long term disability insurance for all full-time employees under this agreement.

ARTICLE 17.

HEALTH AND SAFETY

Section 1. The Association and the employees will extend their complete cooperation to the Employer in maintaining Employer policies, rules and regulations as to health and safety, and in assisting the Employer in fulfilling state and federal requirements relating thereto.

Section 2. Equipment furnished by the Employer shall be used properly and the employee shall return to the Employer all equipment issued to the employee at such time as the employment is terminated.

Section 3. Any personal item required by the Employer to be worn or used in the performance of an employee's job covered by this Agreement, which is damaged or destroyed in the performance of required duties, shall be repaired or replaced at its replacement cost up to a maximum of Fifty Dollars (\$50.00) per contract year. A report must be forwarded to the employee's Supervisor before the end of the working day, stating the item was damaged and the circumstances causing the damage.

ARTICLE 18.

WAGES

Section 1. The regular rates of pay for each classification of employees including part-time employees, is set out in Appendix A, which is attached hereto and by this reference made a part hereof.

Section 2. Any employee whose pay is in dispute, or employee's representative, shall have the right to examine the time sheets and other records pertaining to the computation of pay of that employee at reasonable times.

Section 3. If the Employer determines during the term of this Agreement that a given rate of pay is not competitive, the Employer may engage into formal negotiations on that specific rate of pay and classification with the Association.

ARTICLE 19.

SUPPLEMENTAL PAY

A. Commercial Driver's License

Section 1. The Employer shall reimburse the employee for the cost of a commercial driver's license, if the Employer requires the employee to have a commercial driver's license. This benefit does not apply to any expense involved in obtaining a license, nor does it apply to the cost of a new license issued as a result of a suspension or revocation.

B. Shift Differential

Section 1. Employees who are assigned to work the third shift (Night Shift, 11:00 p.m. - 7:00 a.m.) shall be paid a shift differential of \$.15 an hour for each hour of actual work performed during the shift.

C. College/Seminar Tuition

Section 1. If an employee desires to attend a college course or seminar that is work related, the Employer may pay the tuition, lab fees, and books. The employee must obtain the Employer's written authorization for all such courses and seminars prior to the actual registration.

ARTICLE 20.

PERFORMANCE EVALUATIONS.

A performance evaluation of any employee by the Employer shall be fair and reasonable. The evaluation will be discussed with the employee. Employees shall be required to sign the evaluation as evidence of its receipt, but will not necessarily signify agreement with the evaluation. A copy of the evaluation will be provided to the employee if requested by the employee. An employee may respond to the evaluation in writing within five (5) calendar days of receiving the evaluation. The employee's response will be attached to the evaluation. Each evaluation will be placed in the employee's personnel file.

ARTICLE 21.

GENERAL CONDITIONS

Section 1. This agreement shall be construed under the laws of the State of Iowa. Whenever the context of this Agreement permits, the masculine gender includes the feminine, the singular number includes the plural, the reference to any party includes its agents, officials, and employees.

Section 2. In the event any provision of this Agreement is held invalid by any court of competent jurisdiction, the said provision shall be considered separable and its validity shall not in any way affect the remaining provisions of this Agreement.

Section 3. This Agreement constitutes the entire agreement between the parties. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the right and opportunity to make proposals with respect to any subject or matter not removed by law from the area of bargaining and that the understandings and agreements reached as set forth in this Agreement. Therefore, the Employer and the Union for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject covered in this Agreement or with respect to any subject or matter not referred to or covered in this Agreement, even though such subject or matter may not have

been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 22.

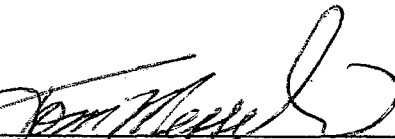
EFFECTIVE PERIOD

Section 1. This Agreement shall be effective July 1, 2005 and shall continue through June 30, 2008.


Section 2. This Agreement including any modifications thereof, shall continue in effect from year to year thereafter unless one of the parties seeks modification thereof. The party seeking modification of the Agreement shall cause a written notice to be served on the other party by September 15th of the year prior to the time when modification is desired. The notification in writing is jurisdictional but after said notice is timely served by any party, either party may thereafter offer any modification of the Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this 30 day of June, 2005.

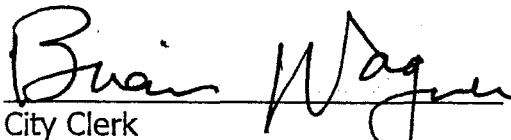
CITY OF MAQUOKETA, IOWA

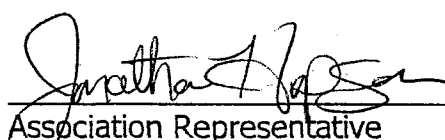
By: 
Mayor

CITY OF MAQUOKETA EMPLOYEES
ASSOCIATION

By: 
Association Representative

ATTEST:


City Clerk


Association Representative

APPENDIX A

WAGE SCHEDULE – COMMENCING JULY 1, 2005

Operator & Park Maintenance		2005	Skilled Operator		
Base		\$22,661			
6 Month	5%	\$23,794			
1 Year	5%	\$24,983			
2 Year	3.5%	\$25,858	..	\$30,165	
3 Year	3.5%	\$26,763	..	\$31,220	3.50%
4 Year	3.5%	\$27,699	..	\$32,313	3.50%
6 Year	4%	\$28,807	..	\$33,444	3.50%
8 Year	4%	\$29,960	..	\$34,782	4.00%
Operator		\$10.89			

- A. When an employee moves to a higher paying classification, the employee shall be paid at the lowest step in the new classification that provides a wage that is at least equal to the employee's present wage. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring.
- B. When an employee moves to a lower paying classification, the employee shall be placed in the same step of the lower paying classification that the employee was in before transferring. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring.
- C. Effective 7/1/05, all employees hired on or before October 1, 2004, will be placed in the Skilled Operator pay schedule.**

WAGE SCHEDULE – COMMENDING JULY 1, 2006

Operator	\$11.78
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APPENDIX C

WAGE SCHEDULE – COMMENCING JULY 1, 2007

Operator & Park Maintenance		2007		Skilled Operator	
Base		\$24,041			
6 Month	5%	\$25,243			
1 Year	5%	\$26,505			
2 Year	3.5%	\$27,432	.....	\$32,002	
3 Year	3.5%	\$28,393	.....	\$33,122	3.50%
4 Year	3.5%	\$29,386	.....	\$34,281	3.50%
6 Year	4%	\$30,562	.....	\$35,481	3.50%
8 Year	4%	\$31,784	.....	\$36,900	4.00%

Operator \$11.56

- A. When an employee moves to a higher paying classification, the employee shall be paid at the lowest step in the new classification that provides a wage that is at least equal to the employee's present wage. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring.
- B. When an employee moves to a lower paying classification, the employee shall be placed in the same step of the lower paying classification that the employee was in before transferring. If the hourly wage in the new classification is exactly equal to the employee's present hourly wage, the employee will be credited with the same amount of time in step as the employee had before transferring.
- C. Effective 7/1/07, all employees hired on or before October 1, 2004, will be placed in the Skilled Operator pay schedule.**

APPENDIX D
SENIORITY LIST

<u>Employees</u>	<u>Date of Hire</u>
Kevin Kilburg	07/06/99
Jon Hopson	07/05/01
John Irwin	05/20/02
Virgil Roling	10/08/04